

### REMARKS

In the Office Action dated September 4, 2007, claims 1, 2, 4, 7-19, 21-27, 29-33, and 35-40 were rejected under 35 U.S.C. § 102(e) as anticipated by U.S. Patent Application Publication No. 2002/0124148 (Beukema); claims 1, 3-6, 22, and 34 were rejected under 35 U.S.C. § 102(e) as anticipated by U.S. Patent No. 7,194,092 (England); and claims 20 and 28 were rejected under 35 U.S.C. § 103(a) as unpatentable over Beukema alone.

Independent claim 1 was rejected as being anticipated by each of Beukema and England. It is respectfully submitted that amended claim 1 is allowable over each of Beukema and England.

Claim 1 now recites that the memory protection key in the memory command is rendered inaccessible by overwriting at least a portion of the memory protection key. With respect to Beukema, the Office Action cited to ¶ [0054] of Beukema as disclosing this feature of claim 1. The Office Action also noted that the memory protection key is rendered inaccessible “by virtue of de-allocating memory.” 9/4/2007 Office Action at 3.

Paragraph [0054] refers to accessing a protection/translation table to retrieve a protection key, and to compare the protection key to a protection key received in an access to main memory. However, there is no teaching in this passage of Beukema, or anywhere else in Beukema, of rendering a memory protection key in a memory command inaccessible by overwriting at least a portion of the memory protection key.

Therefore, claim 1 is not anticipated by Beukema.

With respect to England, the Office Action cited column 10, lines 41-51, of England as disclosing the rendering of a memory protection key inaccessible, and the Office Action further noted that the rendering of a memory protection key inaccessible is performed “by virtue of de-allocating memory.” 9/4/2007 Office Action at 10. The cited passage in column 10 of England refers to an application passing a rights manager certificate and application storage key to a digital rights management operating system (DRMOS). The DRMOS validates the key and compares the rights manager certificate against an access predicate. The DRMOS also determines if the application’s use of the content is permitted under the license and allows access if it is. However, this passage of England does not disclose rendering a memory protection key

inaccessible by overwriting at least a portion of the memory protection key. There is no other passage of England that teaches this feature of claim 1.

Therefore, claim 1 is also not anticipated by England.

Independent claim 16 was rejected as being anticipated by Beukema. Claim 16 has been amended to recite a wireless receiver configured to receive data relating to a remote software update to be written to the memory, in combination with a memory protection system that is configured to allow the received data (relating to the remote software update) to be written to any of the protected memory locations in the memory only if the received data includes a key corresponding to the protected memory location to which the received data is to be written. The concept of an electronic device containing a memory protection system to allow received data relating to a remote software update to be written to a protected memory location is not disclosed anywhere in Beukema. Therefore, claim 16 is also not anticipated by Beukema.

Amended independent claim 36 is allowable over Beukema for similar reasons.

Independent claim 22 was rejected as being anticipated by either Beukema or England. Claim 22 has been amended to recite determining whether a received memory command is a memory read command to read the protected memory location, or a memory write command to alter the protected memory location. The method of claim 22 performs different processing depending on whether the received memory command is a memory write command or a memory read command. If the received memory command is a memory write command, then the method includes determining whether the memory write command includes the memory protection key corresponding to the protected memory location, and permitting the completion of the memory write command if the memory write command includes the memory protection key. However, in response to determining that the received memory command is the memory read command, then the memory read command is processed to read the protected memory location **without checking for any memory protection key**.

This concept of performing different processing depending on whether a received memory command is a memory write command or a memory read command is clearly not taught by Beukema. In fact, Beukema teaches that any access of protected memory must provide a key that is validated by HCA hardware prior to access rights being granted. *See* Beukema, ¶ [0054].

Similarly, England contemplates that any access of protected content must go through the DRMOS and provide a storage key. *See* England, 10:41-51.

In view of the foregoing, it is respectfully submitted that claim 22 is not anticipated by Beukema or England.

Dependent claims, including newly added dependent claims 41-45, are allowable for at least the same reasons as corresponding independent claims.

In view of the foregoing, allowance of all claims is respectfully requested. The Commissioner is authorized to charge any additional fees and/or credit any overpayment to Deposit Account No. 20-1504 (NRT.0199US).

Respectfully submitted,

Date: \_\_\_\_\_

2/4/2008



Dan C. Hu  
Registration No. 40,025  
TROP, PRUNER & HU, P.C.  
1616 South Voss Road, Suite 750  
Houston, TX 77057-2631  
Telephone: (713) 468-8880  
Facsimile: (713) 468-8883